

Exhibit 13

THIS AGREEMENT made the day of One thousand nine hundred and seventy BETWEEN BEECHAM GROUP LIMITED whose Registered Office is situate at Beecham House Brentford Middlesex (hereinafter called "the Company") of the one part AND **Dr Ian Keith Hatton** of **39 Egerton Road, Bishopston** (hereinafter called "the Employee") **Bristol** in the County of **Avon** of the other part

WHEREAS:

- (A) The Company carries on business as manufacturers of pharmaceutical toilet agricultural and food products and engages in research and development work in connection therewith.
- (B) The Company has agreed to employ the Employee and the Employee has agreed to serve the Company upon the terms contained in the letter dated the **9th** day of **May** one thousand nine hundred and seventy **8** from the Company to the Employee ("the Letter of Appointment") as amended from time to time
- (C) In accordance with the Letter of Appointment the parties hereto have further agreed to enter into this Supplemental Agreement in order to regulate further the terms of service of the Employee

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. The Company shall employ the Employee and the Employee shall serve the Company in accordance with the terms contained in the Letter of Appointment as supplemented by this Agreement
- 2.
 - (a) During the continuance of this Agreement the Employee shall not without the previous consent of the Company engage whether directly or indirectly either on the Employee's own behalf or on behalf of or in association with any person firm or company in any other trade business or profession which is similar or related to or might interfere with or prejudice any trade or business carried on by the Company otherwise than as a minority shareholder or debenture holder in any company or companies whose shares are quoted on the London or on a provincial Stock Exchange
 - (b) During the continuance of the employment the Employee shall diligently and faithfully serve the Company to the best of the Employee's knowledge and ability and shall use the Employee's best endeavours to promote and protect the interests of the Company
- 3. The Employee expressly agrees as follows:-
 - (a) Not at any time directly or indirectly to utilise or to divulge whether orally or otherwise to any person firm or company any secret or confidential knowledge or information in connection with the formulae or research or manufacturing secrets or processes or affairs of the Company or its subsidiary or associated companies which the Employee may have or acquire during and in connection with the employment by the Company except as authorised by the Company or as ordered so to do by a Court of competent jurisdiction
 - (b) Not at any time without the written authority of the Company to publish whether alone or jointly with another or others any article paper or matter in any journal magazine or publication or any monograph or other information or material relating to or arising out of any research or other work upon which the Employee at any time was engaged on behalf of the Company or which may have come to the Employee's knowledge whilst employed by the Company

- (c) Not at any time without the written authority of the Company to employ or exhibit in connection with any business or otherwise and either alone or in connection with or by way of addition to the Employee's own or any other name or names the name of the Company or of any of its subsidiary or associated companies or any trade mark or trade name used by it or them and not in any way to represent himself or herself as being or having been employed by or as having had any connection with the Company or its subsidiary or associated companies but nothing herein contained shall prevent the Employee from informing persons firms or companies with whom the Employee may subsequently seek appointment or employment that the Employee has been employed by the Company
- (d) Upon the termination of this Agreement to deliver up to the Company any of its property which may be in the Employee's possession including materials memoranda notes records reports sketches plans photographs or other documents and all copies thereof
- (e) That all copyright in any such document referred to in the preceding sub-clause shall belong to the Company and that the Employee will execute all necessary documents for the purpose of vesting the same in the Company

- 4. (a) The Employee shall during the period of the employment disclose to the Company immediately the same is made discovered or devised any discovery invention process or improvement (whether patentable or otherwise capable of being protected or not)
 - (i) which the Employee may make discover or devise either alone or in conjunction with others in the course of the employment and in the performance of the Employee's duties or
 - (ii) which the Employee may make discover or devise either alone or in conjunction with others (A) as a result of knowledge gained during such employment or (B) as a result of the use of materials equipment or other facilities made available to the Employee by the Company or (C) as a result of duties which the Employee is called upon by the Company to undertake

All such discoveries inventions processes and improvements as shall fall within paragraph (i) and all such discoveries inventions processes and improvements as shall both fall within paragraph (ii) and be of use or be likely to be of use in the conduct development or expansion of any of the business activities in which the Company is engaged at the time when the same is made discovered or devised together in each case with all rights therein throughout the world (including in particular all patent or other monopoly rights which may be based thereon) shall belong to and be the absolute property of the Company and the Employee shall not at any time during the employment or after its determination unless so directed by the Company in writing disclose the same to any third party nor permit any third party to inspect or have access to any document drawing or model relating thereto

- (b) In respect of each such discovery invention process or improvement which becomes the property of the Company under sub-clause (a) of this clause the Employee shall if and when required so to do by the Company and at its expense and whether so required during or after the termination of the employment:-
 - (i) furnish any description drawing specification or other information which the Company may require for a full understanding of the same
 - (ii) apply or join in applying for Letters Patent or such other protection as the Company shall seek in the United Kingdom or elsewhere for the same
 - (iii) execute and do all such documents acts and things as the Company may reasonably require for the purpose of obtaining any such Letters Patent or other protection and vesting the same and all rights therein and the title thereto in the Company or as the Company may direct absolutely or for the purpose of maintaining such letters patent or other protection in force or extending the term thereof

5. (a) The Employee covenants and agrees (to the intent that each paragraph and sub-paragraph of this sub-clause shall be a separate covenant by the Employee and shall be enforceable by the Company independently of its right to enforce any one or more of the other paragraphs and sub-paragraphs) that the Employee will not for the relevant period (as hereinafter defined) after the termination (for whatever reason) of the employment hereunder without the previous written consent of the Company be engaged either on the Employee's own behalf or on behalf of or in association with any other person firm or company whether as employee or otherwise in any research or development on or in the manufacture of
- (i) any product or process in the manufacture or development of which or in research trials or experiments on which the Employee shall have been engaged or concerned during the period of 12 months prior to the termination of the employment hereunder;
 - (ii) the physical chemical or biological (including enzymatic) processes or techniques used to produce 6-aminopenicillanic acid or compounds derived therefrom including salts esters and complexes thereof or chemical intermediates used in such processes or any product resulting from such processes or techniques in
 - (A) United Kingdom
 - (B) Republic of Ireland
 - (C) United States of America
 - (D) Canada
 - (E) Australia
 - (F) Federal German Republic
 - (G) France
 - (H) Italy
 - (I) Holland
 - (J) Belgium
 - (K) Luxembourg
 - (L) Sweden
 - (M) Switzerland
 - (N) Portugal
 - (O) Austria
 - (P) Japan
- (b) For the purposes of this clause the relevant period shall be
- (i) in relation to the restrictions mentioned in paragraph (i) of sub-clause (a) hereof the period from the termination of the Employee's employment hereunder until the expiry of 12 months from the date when the Employee ceased to be engaged or concerned in any development of or research trials or experiments on the product or process in question
 - (ii) in relation to the restrictions mentioned in paragraph (ii) of sub-clause (a) hereof the period of 12 months from the termination of the Employee's employment hereunder
- (c) If during the relevant period the Employee applies for but the Company withholds its consent to the Employee engaging in any activity which under the preceding provisions the Employee may not engage in without such consent and the Employee demonstrates to the reasonable satisfaction of the Company that the Employee has a genuine desire to engage in and has received a bona fide written offer which if accepted would enable the Employee to engage in such activity the Company shall pay to the Employee such proportion of the annual salary payable by the Company to the Employee at the date of termination of the employment hereunder as the number of complete months between the date of the Company's refusal to permit the Employee to engage in such activity and the date of expiry of the restriction on the Employee engaging in such activity bears to 12

6. (a) On any breach by the Employee of any of the stipulations herein contained the Company shall have the right to terminate the employment of the Employee under the Letter of Appointment
- (b) Without prejudice to the continued operation of Clauses 3 4 and 5 hereof this Agreement shall automatically terminate on the termination for whatever reason of the employment of the Employee under the Letter of Appointment
7. If any dispute or difference shall arise between the parties touching the construction of this Agreement or the rights or liabilities of the parties hereunder or any other matter or thing arising out of or in connection herewith either during the continuance of this Agreement or after any determination or purported determination hereof the same shall be referred to a single arbitrator to be appointed by agreement between the parties or if they fail to agree then to be appointed by the President for the time being of the Law Society of England and Wales: and the decision of such arbitrator whether on questions of law or of fact shall be final and binding on the parties

IN WITNESS whereof the Company has caused this Agreement to be signed on its behalf and the Employee has hereunto set his hand the day and year first above written

SIGNED BY IAN M. F. BALFOUR
for and on behalf of
BEECHAM GROUP LIMITED
In the presence of:
D. M. Carter
Beecham Group Limited,
Beecham House,
Brentford, Middlesex, TW8 9BD

} *Ian M. F. Balfour*

SECRETARY

(*Secretary*)
SIGNED by the above-named
Ian Keith Hatton
in the presence of:-

} X *Ian Hatton*
William
Clinical Research Labs
Medical School
University of Bristol
Bristol BS8 1TD
University Professor.